

**IN THE UNITED STATES BANKRUPTCY COURT FOR THE  
NORTHERN DISTRICT OF ILLINOIS**

IN RE:	)	Chapter 13
	)	
Charlene Miller	)	Case No. 18-32644
	)	
Debtor(s).	)	Judge Goldgar

**NOTICE OF MOTION**

*To the following persons or entities who have been served via electronic mail:*

U.S. Bankruptcy Trustee: USTPRegion11.ES.ECF@usdoj.gov

Glenn Stearns, Ch. 13 Trustee:

*To the following persons or entities who have been served via U.S. Mail:*

See attached list.

Please take notice that I shall appear before the following named Bankruptcy Judge, or any other Judge presiding in her stead at 301 Greenleaf Ave, Park City, IL 60085, and present the attached **Motion to Incur Debt** at which time and place you may appear.

JUDGE:	Goldgar
ROOM:	Courtroom B
DATE:	March 13, 2020
TIME:	9:30 AM

**PROOF OF SERVICE**

The undersigned certifies that copies of this Notice and attachments were served to the listed persons or entities, if service by mail was indicated above, by depositing same in the U.S. Mail at Wheeling, Illinois 60090, on or before March 5th, 2020, at 5:00 p.m., with proper postage prepaid, unless a copy was provided electronically by the Bankruptcy Court.

/s/ Alexander Preber  
Alexander Preber  
A.R.D.C.#6324520

Attorney for the Debtor(s)  
DAVID M. SIEGEL & ASSOCIATES  
790 Chaddick Drive  
Wheeling, IL 60090  
847/520-8100

**Service List**

The following entities were served by first-class U.S. mail, postage pre-paid:

Charlene Miller  
P.O. Box 492  
Gurnee, IL 60031

IRS  
Internal Revenue Service  
P.O. Box 7346  
Philadelphia, PA 19101-7346

T Mobile/T-Mobile USA Inc  
by American InfoSource as agent  
4515 N Santa Fe Ave  
Oklahoma City, OK 73118

Capital One Bank (USA), N.A.  
PO Box 71083  
Charlotte, NC 28272-1083

Chase Bank  
340 S. Cleveland Ave., Bldg. 370  
Mail Code OH1-1272  
Westerville, OH 43081

American Profit Recovery  
34505 W. 12 Mile Rd., #333  
Farmington Hill, MI 48331

Grant & Weber, Inc.  
5586 S. Forte Apache Rd., #110  
Las Vegas, NV 89148

U.S. Department of Education  
C/O FedLoan Servicing  
P.O. Box 69184  
Harrisburg PA 17106-9184

David J. Axelrod & Associates  
Atty for Kenneth S. Borcia  
1448 Old Skokie Rd. #C  
Highland Park, IL 60035

Verizon  
by American InfoSource as agent  
4515 N Santa Fe Ave  
Oklahoma City, OK 73118

HYUNDAI CAPITAL AMERICA DBA  
KIA MOTORS FINANCE  
PO BOX 20825  
FOUNTAIN VALLEY, CA 92728

Quantum3 Group LLC as agent for  
Comenity Bank  
PO Box 788  
Kirkland, WA 98083-0788

AmeriCash Loans, L.L.C.  
P.O. Box 1728  
Des Plaines, IL 60017

ILLINOIS DEPARTMENT OF REVENUE-  
BANKRUPTCY  
PO BOX 19035  
SPRINGFIELD, IL 62794-9035

Vista Health Systems  
P.O. Box 504369  
St. Louis, MO 63150

AMCA  
4 WESTCHESTER PLAZA, STE. 110  
ELMSFORD, NY 10523

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**MOTION TO INCUR DEBT**

NOW COMES, the Debtor, CHARLENE MILLER, by and through her attorneys, DAVID M. SIEGEL AND ASSOCIATES, to present this Motion, and in support thereof states as follows:

- 1) Jurisdiction is proper and venue is fixed in this Court with respect to these parties.
- 2) On November 21, 2018, the Debtor filed a voluntary petition for relief pursuant to Chapter 13 under Title 11 USC, and the Chapter 13 plan was confirmed on March 22, 2019. Glenn Stearns was appointed Trustee in this case.
- 3) The Debtor's Chapter 13 plan currently provides for payments of \$145.00 per month. General Unsecured Creditors are to be paid 10% for their allowed claims.
- 5) At the time of filing, the Debtor owned a 2018 KIA Sportage, which was being paid outside the bankruptcy plan to KIA Motors. Her payment each month is \$550.
- 6) On February 29<sup>th</sup>, 2020, Debtor was involved in an auto accident. The 2018 KIA Sportage has a preliminary finding by the insurance company that the car will be considered totaled. The car was towed from the accident site and is not in Debtor's possession.
- 7) Debtor is currently in a rental vehicle provided by her insurance company. But once the rental is not provided for, debtor will have a hard time getting to and from work.

- 8) The Debtor seeks a vehicle and has received a quote for a 2017 KIA Soul. The amount financed as stated on the quote would be \$15,009.40, financed at 18.99% interest, with monthly payments of \$350.78 per month. See Exhibit A.
- 9) The Debtor is able to afford this vehicle due to it being \$200 less a month than the previous 2018 KIA Sportage.
- 10) The Debtor requests that the court enter an order allowing the debtor to purchase this vehicle, or a similar vehicle. The Debtor brings this motion in good faith with the intention of completing her plan.

WHEREFORE, the Debtor, CHARLENE MILLER, prays that this Honorable Court grant an order allowing the Debtor to incur debt, and for any further relief deemed proper.

Respectfully Submitted,

/s/ Alexander Preber  
Alexander Preber, A.R.D.C. #6324520  
Attorney for the Debtor(s)

DAVID M. SIEGEL & ASSOCIATES  
790 Chaddick Drive  
Wheeling, IL 60090  
847/ 520-8100

## Exhibit A

## RETAIL INSTALLMENT CONTRACT - MOTOR VEHICLE - SIMPLE INTEREST

## FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of
18.99 %	\$ 10246.76	\$ 15009.40	\$ 25256.16	\$ 26256.16

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
72	\$ 350.78	monthly beginning 03/25/2020
NA	\$ NA	NA

**Security:** You are giving a security interest in the goods being purchased and in any moneys, credits or other property of yours in the possession of the Assignee, on deposit or otherwise.

**Late Charge:** If any payment is ten (10) days late, you will be charged: i) 5% of the installment if the installment is in excess of \$200.00; or ii) \$10.00 if the installment is for \$200.00 or less.

**Prepayment:** You have the right to prepay the unpaid balance in full or in part at anytime without penalty. See your contract terms below and on the reverse side for any additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties and further information about security interests.

Buyer(s) **CHARLENE MILLER**

(Names)

1060 S WELLINGTON RD

WALKESSON, IL 60085

(Address)

(City) (State) (Zip)

Buyer(s) **NA**

(Names)

(Address)

(City) (State) (Zip)

Seller **KUNES COUNTRY FORD OF ANTIOCH**

(Corporate Firm or Trade Name)

104 ROUTE 173

ANTIOCH, IL 60002

(Business Address)

(City) (State) (Zip)

Seller hereby sells and Buyer or Buyers, jointly and severally, hereby purchase the following motor vehicle with accessories and equipment thereon for the deferred payment price and on the terms set forth in this contract. Buyer acknowledges delivery and acceptance of said motor vehicle.

The vehicle will be used primarily for personal, family, household or agricultural purposes. However, if the following box is checked the vehicle will be used primarily for business or commercial purposes. ☐

New or Used	Year	Make of Vehicle	Model	Body Style	No. Cyl.	Vehicle Identification Number	Body Color	Odometer	Key No.
Used	2017	FORD	SUV	WAGON 4	4	1ND7W220H7467164	BLACK	63628	NA

Buyer promises to pay to the order of Seller at the offices of:

**PRESTIGE FINANCIAL SERVICES**(Assignee) located in **SALT LAKE CITY UT**

The Amount Financed shown above together with a Finance Charge on the principal balance of the Amount Financed from time to time unpaid at the rate of **18.99000** % per annum from date until maturity in **71** installments of \$ **350.78** each and a final installment of \$ **350.78**, beginning on **March 25 2020** and continuing on the same day of each successive month thereafter until fully paid. All payments shall be applied first to accrued Finance Charge and the balance to principal. The Finance Charge has been computed on the scheduled unpaid balances of the Amount Financed on the assumption that all scheduled installments will be paid when due. Guarantor, if any, guarantees collection of all amounts due under this contract upon failure of the Seller to collect from the Buyer named herein. Herein, Holder means the motor vehicle retail Seller, sales finance agency, or any other Assignee that purchases or makes a loan upon the security of this retail installment contract.

**ILLINOIS NOTICE REGARDING USED VEHICLES:**  
The following applies only if the vehicle is a used vehicle and is not an antique vehicle as defined in the Illinois Vehicle Code or a collector motor vehicle and does not apply to a vehicle with more than 150,000 miles at the time of sale.

Illinois law requires that this vehicle will be free of a defect in a power train component for 15 days or 500 miles after delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this agreement. "Power train component" means the engine block, head, all internal engine parts, oil pan and gaskets, water pump, intake manifold, transmission, and all internal transmission parts, torque converter, drive shaft, universal joints, rear axle and all rear axle internal parts, and rear wheel bearings. You (the consumer) will have to pay up to \$100 for each of the first 2 repairs if the warranty is violated.

Attention consumer: sign here only if the Seller has told you that this vehicle has the following problem or problems and you agree to buy the vehicle on those terms:

1	NA	Buyer Signature	NA	Date
2	NA	Buyer Signature	NA	Date
3	NA	Buyer Signature	NA	Date

**INSURANCE AGREEMENT:** Motor Vehicle Damage or Loss insurance is required by Seller. (Buyer may choose the person through whom the insurance is to be obtained.)

No. **NA**

## Itemization of Amount Financed

1. Cash Price	\$ 13795.00
Less Cash Downpayment	\$ 1000.00
Less Other Downpayment (describe)	NA \$ NA
Value of Trade-In	NA
Trade \$	NA

Lien Payoff \$ **NA**To: **NA** Net Trade \$ **NA**2. Total Downpayment \$ **1000.00**  
(if negative enter "0" and see "Unpaid Balance Due on Trade-In" below)3. Unpaid Balance of Cash Price \$ **12795.00**

Amount Paid to Others for You

\*WE MAY BE RETAINING A PORTION OF THIS AMOUNT  
Unpaid Balance Due on Trade-In \$ **NA**

Year, Make, Model of Buyer's Trade-In

(Paid to) **NA**

Insurance Companies:

NA \$ **NA**NA \$ **NA**NA \$ **NA**Public Officials (Licenses, Title & Taxes) \$ **1289.40**\*Paid to ERT Service Provider for Optional ERT Fee \$ **25.00**

Other Charges (describe)

\*To DOC FEE \$ **300.00**\*To NA \$ **NA**\*To NA \$ **NA**\*To NA \$ **NA**\*To NA \$ **NA**\*To GAP \$ **600.00**\*To NA \$ **NA**\*To NA \$ **NA**4. Total Other Charges & Amount \$ **2214.40**

Paid to Others for You

5. Amount Financed (3 + 4) \$ **15009.40**